

**BEFORE THE  
STATE BOARD OF REGISTRATION  
FOR THE HEALING ARTS**

STATE BOARD OF REGISTRATION	)	
FOR THE HEALING ARTS,	)	
	)	
Board,	)	
	)	
v.	)	Case No. 2001-002615
	)	
CAROLE L. DANIELS, M.D.	)	
	)	
Licensee.	)	

**SETTLEMENT AGREEMENT**

Comes now Carole L. Daniels, M.D., ("Licensee") and the State Board of Registration for the Healing Arts ("the Board") and enter into this Agreement for the purpose of resolving the question of whether Licensee's license as a physician and surgeon will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo 2000.

1. Licensee acknowledges that she understands the various rights and privileges afforded by law, including the right to a hearing of the charges against her; the right to appear and be represented by legal counsel; the right to have all charges against her proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending

against Licensee; and subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided to Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that she may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of Licensee's license.

3. Licensee acknowledges that she has been informed of her right to consult legal counsel in this matter.

4. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case or this Agreement, or from the negotiation or execution of this Agreement. The parties acknowledge that this paragraph is severable from the remaining

portions of this Agreement in that it survives in perpetuity even in the event that any court of law deems this Agreement or any portion thereof void or unenforceable.

5. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

6. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620 and 621, RSMo, as amended.

I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

JOINT PROPOSED FINDINGS OF FACT

1. The State Board of Registration for the Healing Arts ("the Board") is an agency of the State of Missouri created and established pursuant to § 334.120, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.

2. Licensee is licensed by the Board as a physician and surgeon, license number R8D66. Licensee's license is current, and was so at all times relevant herein.

3. Licensee was at all times relevant herein, employed by the Lower Florida Keys Health System.

4. On or about March 21, 1997, a 67-year-old female with a history of smoking and hypertension presented to the emergency room ("ER") of the Lower Florida Keys Health System with complaints of chest pain, difficulty breathing and a dry cough of at least one week's duration.

5. On or about March 21, 1997, Licensee examined, evaluated and treated the patient in the ER. Licensee ordered a complete blood count, chest x-ray, sputum culture and EKG, but failed to document the tests in the patient's medical records.

6. The EKG showed results consistent with cardiac ischemia and possibly developing myocardial infarction. Licensee interpreted the EKG as showing non-acute changes and made the diagnosis of asthmatic bronchitis. Based on this diagnosis, the patient was discharged from the ER with a prescription of antibiotic and asthma medication.

7. On or about March 23, 1997, the patient again presented to the ER with complaints of continuing and increasing chest pain, and was diagnosed by another physician with severe myocardial infarction. The patient was admitted to the intensive care unit.

8. Approximately 24 hours later, on or about March 24, 1997, the patient's condition deteriorated and she expired shortly after transfer to Baptist Hospital.

9. Licensee's medical records did not document the results of the diagnostic tests that were ordered, and failed to justify Licensee's discharge of the patient on or about March 21, 1997.

10. Licensee's conduct violated section 458.331(1)(m) of the Florida Statutes, by failing to keep written medical records justifying the course of treatment of the patient, including, but not limited to, patient histories, examination results, test results, records of drugs prescribed, dispensed, or administered and reports of consultations and hospitalizations.

11. Licensee's conduct violated §458.331(1)(t) of the Florida Statutes, by failing to practice medicine with that level of care, skill and treatment which is recognized by a reasonably prudent similar physician as being acceptable under similar conditions and circumstances.

12. On or about June 25, 2001, Licensee entered into a Consent Order/Agreement with the Florida State Board of Medicine ("Florida Consent Order") whereby Licensee's medical license was reprimanded, she was assessed a fine and required to obtain additional CME hours.

#### JOINT PROPOSED CONCLUSIONS OF LAW

1. Based on the foregoing, Licensee's license is subject to disciplinary action pursuant to § 334.100.2(4) and (8), RSMo 2000, which provides:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his certificate of registration or authority, permit or license for any one or any combination of the following causes:

(4) Misconduct, fraud, misrepresentation, dishonesty, unethical conduct or unprofessional conduct in the performance of the functions or duties of any profession licensed or regulated by this chapter . . . .

(8) Revocation, suspension, restriction, modification, limitation, reprimand, warning, censure, probation or other final disciplinary action against the holder of or applicant for a license or other right to practice any profession regulated by this chapter by another state, territory, federal agency or country, whether or not voluntarily agreed to by the licensee or applicant, including, but not limited to, the denial of licensure, surrender of the license, allowing the license to expire or lapse, or discontinuing or limiting the practice of medicine while subject to an investigation or while actually under investigation by any licensing authority, medical facility, branch of the armed forces of the United States of America, insurance company, court, agency of the state or federal government, or employer;

2. Licensee's conduct, as established by the foregoing facts, falls within the intendments of § 334.100.2(4) and (8), RSMo 2000.

3. Cause exists for Board to take disciplinary action against Licensee's license under Section 334.100.2(4) and (8), RSMo 2000.

## II.

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board of Registration for the Healing Arts in this matter under the authority of Section 621.110, RSMo 2000. This Agreement will be effective immediately on the date entered and finalized by the Board.

A. Effective the date the Board enters into the Agreement:

1. The license to practice the healing arts, License No. R8D66, issued to Licensee is hereby PUBLICLY REPRIMANDED.

### CONTINUING MEDICAL EDUCATION

1. Within thirty (30) days of completing the Florida continuing medical education course in emergent cardiac treatment, Licensee shall provide proof of attendance to the Board of Registration for the Healing Arts, Attention: Investigations, P.O. Box 4, Jefferson City, Missouri 65102. These hours shall be in addition to the mandatory CME requirements for renewal of Licensee's Missouri license.

### GENERAL REQUIREMENTS

2. Licensee shall comply with all provisions of Chapters 334 and 195, RSMo; all the regulations of the Board; all applicable federal and state drug laws, rules, and regulations; and all federal and state laws. State here includes all states and territories of the United States.

3. Licensee shall keep the Board informed of Licensee's current work and home telephone numbers and addresses. Licensee shall notify the Board in writing within ten (10) days of any change in this information.

4. Licensee shall notify, in writing, the medical licensing authorities of the jurisdiction in which she is residing or practicing, by no later than the day before the effective date of this Agreement, of Licensee's disciplinary status in Missouri. Licensee shall forward a copy of this written notice to the Board contemporaneously with sending it to the relevant licensing authority.

5. Licensee shall notify, within fifteen (15) days of the effective date of this Agreement, all hospitals, nursing homes, out-patient centers, surgical centers, clinics, and all other facilities where Licensee practices or has privileges of Licensee's disciplinary status. Notification shall be in writing and Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative.

6. For purposes of this Agreement, unless otherwise specified in this Agreement, all reports, documentation, evaluations, notices, or other materials required to be submitted to the Board in this Agreement shall be forwarded to the State Board of Registration for the Healing Arts, Attention: Investigations, P.O. Box 4, Jefferson City, Missouri 65102.

7. In the event the State Board of Registration for the Healing Arts determines that Licensee has violated any term or condition of this Agreement, the Board may in its discretion, vacate this Agreement and impose such further discipline as the Board shall deem appropriate.

8. This Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo, by Licensee not specifically mentioned in this document.

B. No additional order shall be entered by this Board without notice and an opportunity for hearing before this Board as a contested case in accordance with the provisions of Chapter 536, RSMo. If any alleged violation of this Agreement occurs, the parties agree that the Board may choose to conduct a hearing before it as soon as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. Licensee agrees and stipulates that the Board has continuing jurisdiction to hold a hearing to determine if a violation of this Agreement has occurred.

C. If the Board determines that the Licensee has violated a term or condition of the Agreement, which violation would also be actionable in a proceeding before the Administrative Hearing Commission or in the circuit court, the Board may elect to pursue any lawful remedies afforded it and is not bound by this Agreement in its election of remedies concerning that violation.

D. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

E. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

LICENSEE

BOARD

Carol Daniels MD

Dr. Carol Daniels

date  
5/13/02

Tina Steinman 6/10/02

Tina Steinman  
Executive Director

date

JEREMIAH W. (JAY) NIXON  
Attorney General

Loretta Schouten

5/16/02

Loretta Schouten  
Assistant Attorney General  
Missouri Bar No. 52290

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Jefferson City, MO 65102  
(573) 751-4087

Attorney for Licensee

Attorneys for Board

EFFECTIVE THIS 10 DAY OF June, 2002.